

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 30th day of June, 2003, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a municipal corporation ("CITY"), and, CLEAR CHANNEL OUTDOOR Inc, a Delaware corporation registered in Florida as CC Outdoor Inc and doing business in Florida as Clear Channel Outdoor ("COMPANY").

WITNESSETH:

WHEREAS, the CITY recognizes that it is in the best interests of the CITY and its residents that the CITY enter into this Agreement with the COMPANY under the terms and conditions stated herein;

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Right to Place Shelters.** The CITY shall permit the COMPANY, on an exclusive right, to use the public rights-of-way and any other land over which it maintains control or has obtained easement or use rights for the placement by the COMPANY of bus shelters upon the terms and conditions hereinafter stated. The CITY covenants that it shall use best efforts to cooperate with the COMPANY in connection with the COMPANY'S installation, maintenance and repair of said bus shelters, including, but not limited to, the issuance of any and all permits, authorizations, or other approvals of governmental agencies or utilities that may be required for same without charge to the COMPANY. The City shall also work with the COMPANY, and interface with the necessary public utilities, to expedite the issuance of any and all electrical hookups required for the operation of bus shelters.

2. **Installation, Maintenance and Ownership of Shelters.**

- a. Duties and obligations of CITY and COMPANY pertaining to purchase, ownership, installation and maintenance are as follows:

CITY

1. Provide at no cost to COMPANY new shelters, and associated light poles and pavers to be placed on Hallandale Beach Blvd., Federal Highway and in other locations throughout the City. Shelters and light poles provided to the CITY shall remain the sole and exclusive property of CITY. CITY shall repair light poles and pavers and replace light fixtures and pavers, as required.
2. Provide all permits at no cost to COMPANY.
3. Provide at no cost to COMPANY trash receptacles, sod and plant material. CITY shall clean and maintain the trash receptacles and maintain/replace the sod and plant material.
4. Provide at no cost to COMPANY replacement parts for shelters.

5. Pay COMPANY \$3,800 as an installation fee per shelter to:
 - a. Install pavers
 - b. Install light pole foundation and light pole and fixtures
 - c. Install/provide new electrical connection to bus shelter and light pole, to include new electrical service, if required.

Payment for services shall be due to COMPANY within 30 days from receipt of invoice, provided the invoice is for approved services.

6. Place at shelter sites trash receptacles, newspaper racks, telephone stands, fences and other street amenities which do not block or otherwise obstruct view corridors to the ad boxes contained in the shelters. CITY shall maintain newspaper racks, telephone stands, fences and any other street amenities, although general area encompassing these amenities shall be cleaned by COMPANY.
7. Select shelter sites in conjunction with COMPANY, except that CITY may require installation of shelters at existing and future bus stop locations if the site can accommodate a shelter. CITY shall allow COMPANY to install and maintain up to fifty (50) transit shelters during the term of the Agreement.

COMPANY

1. Remove (demolish) shelters and slabs designated for replacement by CITY and install slabs and shelters at no cost to CITY in conformance with the Florida Building Code and other applicable codes.
2. Obtain prior approval from CITY before installing any CITY or COMPANY owned shelter. COMPANY shall furnish the City Manager a schedule showing the location of each bus shelter at the time of paying the license fee for same. Bus shelter shall not be placed in such a manner as to be an ADA violation or as to obstruct traffic or otherwise constitute a traffic hazard.
3. Install and maintain up to fifty (50) shelters during the term of this Agreement. CITY shall provide replacement parts for CITY owned shelters for installation by COMPANY. COMPANY shall not charge for installation of the replacement parts furnished by CITY.
4. Maintain and clean all shelters, including paver bricks, interior benches, and general area within ten (10) feet of shelter, as further discussed in section 2.c. of this Agreement.
5. Place lighted advertising on both sides of the ad boxes. Advertising shall be consistent with section 2.b. of this Agreement. Advertising display unit shall be illuminated from sunset to dawn unless otherwise approved by the CITY.

6. Remove all COMPANY owned shelters at the conclusion of the term of this contract, in the event the contract is not extended. These shelters shall be removed within sixty (60) days of the date of the receipt of notice from CITY or CITY has the right to accomplish said removal, with COMPANY indemnifying the CITY and agreeing to reimburse CITY for all costs incurred for the removal.

All CITY and COMPANY owned shelters within the City, either existing now or installed in the future, shall be governed by these terms and conditions.

2. b. CITY shall not permit advertising of adult entertainment, massage parlors, adult bookstores, theatres, and escort services, pornographic or obscene material. No advertising will be allowed to contain material, which is immoral, lascivious, obscene, indecent, in bad taste or violates community standards of decency or present a conflict of interest to the CITY. The COMPANY shall have forty-eight (48) hours after receipt of a written demand from the CITY to remove advertising material. In the event of a dispute as to the reasonableness of the CITY'S demand (s), the COMPANY shall promptly follow such demand while the dispute is being resolved. Furthermore, in the event that the COMPANY shall have failed to remove the objectionable advertising within said forty-eight (48) hour period, the CITY shall have an absolute right to cause such advertisement to be removed, and the CITY shall not be responsible for any damages in connection therewith. Local advertisers shall be given preference for any of the advertising space available on the shelters and local advertisers shall be charged a comparable rate or rates charged by the franchisee for similar space for national or other advertising.

2. c. Inspection and general maintenance shall be performed on all shelters bi-weekly and damage to the shelter shall be repaired by COMPANY within forty eight (48) hours of the time said damage is reported to the COMPANY. COMPANY shall also use good faith efforts to remove debris in an area ten (10) feet from each side of the shelter. CITY shall be responsible for cleaning and maintaining trash receptacles. In the event a shelter is not maintained in good repair and in clean condition, or becomes a hazard or nuisance as determined by the City Manager, the City shall notify the COMPANY in writing and repairs will commence per this Agreement. If the condition is not corrected to the City's reasonable satisfaction within five (5) working days after the date of notice, the City shall have the right and privilege to remove said shelter and charge the COMPANY for the costs of such removal, (inclusive of personnel expenses, labor and materials), or assess a \$150.00, per day, penalty fee, starting on the 6th day until the condition is corrected. In order to minimize any liability, the COMPANY agrees to remove or repair damaged shelters within five (5) days of an accident or any damage, which creates a hazardous condition for the public at large. The COMPANY shall provide to the CITY a monthly Maintenance Report.

3. **Right of Company to Remove Individual Shelters.** Except as provided for in this Section, the COMPANY shall not remove any shelters installed at a bus stop location during the term of this Agreement without first having obtained written consent of the City Manager. It is agreed, however, that the COMPANY shall have the right to remove individual shelters (after ten (10) days written notice to the City) without seeking prior approval from the CITY in the event that such shelters have been subjected to "chronic vandalism" or such shelters have been damaged, thereby resulting in a hazardous condition. For purposes hereof, the phrase "chronic vandalism" shall be defined as damages inflicted to an individual shelter during any three (3) consecutive month period, which require cumulative expenditures for replacements and repair that exceed \$1,000.00.

4. **Relocation of Shelters.** In the event of a change in bus stops or other transportation systems designations, redevelopment approved by the City Commission, changes in street design or right-of-way or changes the City Manager deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near shelters established in connection herewith, the COMPANY, at the CITY'S written request, shall relocate a designated shelter to another location mutually agreed to by the CITY and the COMPANY. NOTE: If requested by the CITY, a shelter must be removed even if CITY and COMPANY cannot agree on a new site. The total shelter units in the CITY will not fall below the minimum 6 units for any 30-day period (unless COMPANY and CITY agreed to reduction).

The expense in connection with such relocation shall be borne by the COMPANY, and the COMPANY shall act expeditiously in order to relocate such shelters, and in the event that a change of street design or right-of-way location shall require the relocation of a shelter, the COMPANY shall coordinate its work with the contractors or other personnel performing labor in connection with the change of street design or right-of-way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way.

5. **Payment of Fees.** All monies to be paid to the CITY in the form of fees shall be paid in the following manner:

- a. For City owned transit shelters, COMPANY shall pay the CITY the sum of eight hundred dollars (\$800.00) per shelter / per year
- b. For Company owned transit shelters, COMPANY shall pay the CITY the sum of seven hundred dollars (\$700.00) per shelter / per year

Said payment shall be for each year in advance on the anniversary of the Agreement (July 15th of each year) and prorated for partial years during which any said shelter is in place for less than the full calendar year. At the end of the five (5) year term of the contract, the CITY may consider a five (5) year extension, provided that the COMPANY or its assigns remains in good standing on the Agreement with the CITY.

- c. All payments shall be promptly submitted to the CITY OF HALLANDALE BEACH's, Finance Director, and shall designate this Agreement and the particulars of the payment. This includes a list of current shelter locations related to the said payment. Any unpaid balance of fees not paid when due, shall bear an interest charge of eight (8%) percent per annum until paid.

6. **Community Service.** The COMPANY shall provide space for CITY sponsored advertising messages on a space available basis. In the event space is available for CITY sponsored advertising messages, the COMPANY shall provide the CITY with one (1) advertising panel, per month, for each two (2) shelter locations, including CITY SHELTERS that are in place from time to time. In no event shall a paying customer be removed from an ad space that the City Manager wants to utilize for CITY messages. The COMPANY shall not be responsible for paying for public service message materials. The CITY will provide all necessary materials at its sole cost and expense. However, the COMPANY will install at no additional cost to the CITY, such public service advertisements within a reasonable time after said advertisements are provided to the COMPANY for installation.

7. **Insurance.** COMPANY, at its own expense, shall procure insurance as follows:
- Workers compensation insurance as required by law.
 - Employer's liability insurance in the amount of \$1,000,000.00.
 - Comprehensive general liability insurance to be written on the comprehensive form of policy. The policy must contain minimum limits of liability; \$1,000,000.00, each person, \$1,000,000.00, each occurrence, bodily injury, \$500,000.00, each occurrence, property damage. CITY shall be named as additional insured under (b) and (c) above. COMPANY shall provide proof of insurance to CITY.

8. **Indemnification.** COMPANY agrees to defend, indemnify and hold harmless the CITY, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by any person whomsoever, arising out of, by reason of, resulting from, or in connection with the COMPANY'S performance of this Agreement, and from and against any resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees.

9. **Payments.** Any and all payments to the CITY shall be made to the following address:

CITY OF HALLANDALE BEACH
Attn: Finance Director
400 S. Federal Highway
HALLANDALE BEACH, FL. 33009

10. **Term of the Agreement.** This Agreement shall become effective upon execution by the parties hereto and shall remain in full force and effect for a period of five (5) years beginning with the actual date the Agreement is signed by the CITY.

In addition to the foregoing, the CITY shall have the option to extend this Agreement for an additional five (5) year period upon the same terms and conditions as contained herein, so long as the COMPANY has not been in a material breach of the Agreement over the previous five (5) years or is not currently in breach of Agreement. The CITY will not unreasonably withhold its Agreement to an extension option if the COMPANY has performed faithfully under the Agreement during the previous five (5) year period. The COMPANY shall be deemed to have automatically exercised its option to request an extension of this Agreement for an additional five (5) year period unless the COMPANY provides the CITY with written notice of its intention not to exercise said option within 60 days from the expiration of the Agreement term as referred to herein.

11. **Amendment.** This Agreement may be amended by the mutual written consent of the parties.

12. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes any and all prior or contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except an herein contained.

13. **Termination Right of City.** Notwithstanding anything contained elsewhere hereon, the CITY by and through its City Manager shall have the unilateral right to cancel and terminate this Agreement in the event that the COMPANY becomes insolvent or if the COMPANY commits an act of bankruptcy, makes a general assignment for the benefit of creditors, or if there is filed by or against the COMPANY a voluntary petition in bankruptcy or for the appointment of a receiver, or if there commences proceeding under any law relating to bankruptcy, insolvency, reorganization, or for composition, extension, arrangement or adjustment of COMPANY'S obligations and which proceedings are not withdrawn or dismissed within ninety (90) days after commencement or if the COMPANY dissolves itself, or assigns, sells or transfers this Agreement or any portion thereof without the City Council's prior approval as more specifically described herein. In any such event, the COMPANY shall have the absolute right and responsibility to remove the existing shelters located within the CITY.

14. **Termination for Cause.** Subject to the force majeure provision set forth herein, neither party shall terminate or cancel this Agreement, whether by Court action or otherwise unless there is a material default by the other party. For purposes of this Agreement, a material default shall be any monetary default not cured by the COMPANY within fifteen (15) days of receipt of written notice from the CITY, or any non-monetary default by a party, not cured by such party within thirty (30) days of receipt of written notice. In the event of a default hereunder, by either party, the non-defaulting party shall have the right to institute a cause of action in the court of appropriate jurisdiction and, under such circumstances, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs by the non-prevailing party. Neither party shall be obligated to perform and neither shall be deemed to be in material default hereunder if performance of a non-monetary obligation is prevented by the occurrence of any of the following (herein called "Force Majeure") an event of industrial disturbances, acts of the public enemy, laws, rules and regulation of applicable governmental bodies or any other causes, whether for the kind herein enumerated or otherwise, that are not reasonably within the control of the party claiming the right to delay performance on account of such occurrence.

15. **Assignment.** This Agreement shall not be assigned or transferred without the written consent of the CITY which consent shall not be unreasonably withheld. A sale of fifty one percent (51%) or more shares of corporate common stock shall be deemed an assignment for purposes of this section. The COMPANY shall inform the CITY of its intent to transfer ownership in a prudent fashion.

16. **Notices.** All notices provided for herein shall be in writing and transmitted by overnight mail, certified mail return receipt requested, or by hand-delivery, and shall be mailed or delivered as follows:

AS TO CITY:

D. Mike Good, City Manager
CITY OF HALLANDALE BEACH
400 South Federal Highway
Hallandale Beach, FL 33009

AS TO COMPANY:

John Jacobs, President /GM, South Florida Division
Clear Channel Outdoor
5800 N. W. 77 Court
Miami, FL 33166

17. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

18. **Binding Effect.** The obligations imposed pursuant to this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

**CITY OF HALLANDALE BEACH,
a Florida Municipal Corporation**

ATTEST: *E. Dent McGough*

BY: *[Signature]*
D. Mike Good, City Manager

(Name) *E. Dent McGough*
CITY CLERK

APPROVED AS TO FORM:

[Signature]

(Name) *David Jove*
CITY ATTORNEY

COMPANY:

**CLEAR CHANNEL OUTDOOR Inc.,
a Delaware Corporation**

WITNESSES:

(Print Name) _____

(Print Name) _____

BY: *[Signature]*
John Jacobs, President / GM
South Florida Division

STATE OF FLORIDA

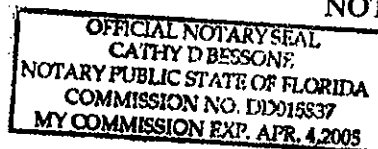
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 9th day of July, 2003, before me appeared MARK ANTONIO as City Manager, of the CITY OF HALLANDALE BEACH, FL, to me known to be the person who signed the foregoing Agreement and who acknowledged before me that he executed the same freely and voluntarily for the purposes expressed in the Agreement.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Cathy D Bessone
NOTARY PUBLIC

My Commission Expires:



STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this 24 day of June, 2003, before me appeared John Jacobs as President / GM, South Florida Division, of Clear Channel Outdoor, to me known to be the person who signed the foregoing Agreement and who acknowledged before me that John Jacobs executed the same freely and voluntarily for the purposes expressed in the Agreement.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Manuel Mejido Jr
NOTARY PUBLIC

My Commission Expires:



Manuel Mejido Jr
My Commission DD199981
Expires April 03, 2007

